



MASTER AGREEMENT #061626
CATEGORY: Law Enforcement Equipment
SUPPLIER: Tomahawk Strategic Solutions LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Tomahawk Strategic Solutions LLC, 4751 Trousdale Drive, Suite 110, Nashville, TN 37220 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article I:
General Terms

The General Terms in this Article I control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article II), and between Supplier and Participating Entity (Article III), respectively. These Article I General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- A. **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- B. **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- C. **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

- D. **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.
- E. **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on 10/2/2030, unless it is cancelled or extended as defined in this Agreement.
1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- F. **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in 061626 ("RFP") to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Law Enforcement Equipment, construed to consist of equipment, gear, tools, and instruments (including related services), designed or used for law enforcement, corrections, security, and defense activity, criminal investigation, tactical response, and traffic enforcement, of the following types:
 - a. Law enforcement duty gear;
 - b. Traffic safety enforcement equipment, devices, and instruments;
 - c. Crime scene management and evidence collection equipment and supplies;
 - d. Tactical and Explosive Ordnance Disposal (EOD) equipment (with the exception of those items excluded in subsections 2. or 3. below); and,
 - e. Services related to the respondents offering of the solutions in subsections 1. a. – d. above, such as training, installation, testing, maintenance, warranty programs, and technical support.
- H. **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- I. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- J. **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

- K. **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- L. **Open Market.** Supplier's open market pricing process is included within its Proposal.
- M. **Supplier Representations:**
1. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 2. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 3. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- N. **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- O. **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- P. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**
1. Sourcwell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcwell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.
 2. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. The terms and

conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

- All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier

certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. **The Supplier further certifies** that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322. Participating Entities will be responsible for notifying suppliers of any applicable

requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II: Sourcewell and Supplier Obligations

The Terms in this Article II relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- A. **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- B. **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
- Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- C. **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- D. **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- E. **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- F. **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- G. **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- H. **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- I. **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- J. **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- K. **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- L. **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- M. **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- N. **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- O. **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- P. **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- Q. **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- R. **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

S. Grant of License.**1. During the term of this Agreement:**

- a. **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- b. **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.**3. Use; Quality Control.**

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

4. Termination. Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.**T. Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- U. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- V. **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
1. **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 2. **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 3. **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 4. **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

5. **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- W. **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' **written** notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- X. **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of **material** breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article III: Supplier Obligations to Participating Entities

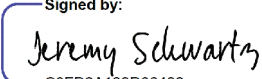
The Terms in this Article III relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article I General Terms control over any conflict with this Article III. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

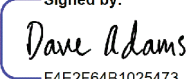
- A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- B. **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.
- C. **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- D. **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- E. **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- F. **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- G. **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- H. **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar **document** extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Tomahawk Strategic Solutions LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 10/8/2026 | 2:07 PM CDT

Signed by:

 F4E2F64B1025473...
 By: _____
 Dave Adams
 Title: Sales & Contract Manager
 Date: 10/8/2026 | 2:04 PM CDT

ATTACHMENT 1**PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS**

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Participating Entities may have additional requirements based on specific funding source terms or conditions. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. Davis-Bacon Act, As Amended (40 U.C.S. § 3141-3148).

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Suppliers must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Suppliers must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage

determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Suppliers and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Supplier or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. Copeland "Anti-Kickback" Act.

1. **Supplier.** The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2. **Subcontracts.** The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages.** The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts.** The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5). Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

D. Rights To Inventions Made Under a Contract or Agreement.

If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).

Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

F. Debarment And Suspension (Executive Orders 12549 And 12689).

A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).

Suppliers who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Supplier's Authorized Official

Name and Title of Supplier's Authorized Official

Date

H. Record Retention Requirements.

To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. Energy Policy And Conservation Act Compliance.

To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance.

Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. Access to Records (2 C.F.R. § 200.336).

Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents. (For FEMA funded projects see paragraph X.)

L. Procurement of Recovered Materials (2 C.F.R. § 200.322).

A non-federal entity that is a state agency or agency of a political subdivision of a state and its Suppliers must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. Federal Seal(s), Logos, And Flags.

The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval. (For FEMA funded projects see paragraph X.)

N. No Obligation by Federal Government.

The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. Program Fraud and False or Fraudulent Statements or Related Acts.

The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. Federal Debt.

The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. Conflicts Of Interest.

The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. Executive Order 13224.

The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment.

To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. Domestic Preferences for Procurements.

To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. Build America, Buy America Act (BABAA).

Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an

infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

“Name of Organization:

Name of Program:

Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:

- We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance
- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and
- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.”

W. Additional FEMA Recommended Provisions:

1. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

- i. This clause does not prohibit Suppliers from providing—
 - (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - (a) Covered telecommunications equipment or services that:
 - (1) Are not used as a substantial or essential component of any system; and
 - (2) Are not used as critical technology of any system.
 - (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

- i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for

reporting the information.

- ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:
 - (a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- 2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

- a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass-through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.

- c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

d. **Copyright and Data Rights.**

License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**

Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

RFP 061626 - Law Enforcement Equipment

Vendor Details

Company Name:	Tomahawk Strategic Solutions LLC
Does your company conduct business under any other name? If yes, please state:	No
Address:	4751 Trousdale Drive Suite 110 Nashville, Tennessee 37220
Contact:	Dave Adams
Email:	dave@tomahawkss.com
Phone:	770-530-9029
Fax:	615-431-3700
HST#:	47-2090786

Submission Details

Created On:	Saturday June 13, 2026 00:06:30
Submitted On:	Monday June 15, 2026 21:37:07
Submitted By:	Dave Adams
Email:	sales@tomahawkss.com
Transaction #:	3b1a2911-11a9-4941-bec0-df5621e24091
Submitter's IP Address:	10.13.1.13

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond "N/A" if the question does not apply to your organization and include an explanation why it does not apply.

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, DBA, and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer's corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	Tomahawk Strategic Solutions LLC	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	Tomahawk Strategic Solutions LLC is the sole entity responsible for offering, fulfillment, contract administration, customer service, and delivery of the solutions proposed under this RFP. No subsidiaries, DBAs, affiliates, or other authorized entities will perform under this proposal.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 7JTQ9 UEI: RW9CJ1Z2M9H1	*
5	Provide your NAICS code applicable to Solutions proposed.	Primary NAICS: 423990 – Other Miscellaneous Durable Goods Merchant Wholesalers Additional NAICS: 423450, 423840, 541690, 541618, 611430, 611699	
6	Proposer Physical Address:	4751 Trousdale Drive Suite 110 Nashville TN 37220	*
7	Proposer website address (or addresses):	www.tomahawkss.com	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.	Dave Adams Sales & Contract Manager 4751 Trousdale Drive, Suite 110 Nashville TN 37220 dave@tomahawkss.com 770-530-9029	*
9	Identify the Proposer's primary contact for this	Dave Adams	*

	proposal, include name, title, address, email address, and phone number:	Sales & Contract Manager 4751 Trousdale Drive, Suite 110 Nashville TN 37220 dave@tomahawkss.com 770-530-9029	
10	Identify the Proposer's other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Keith "Wally" Walawender CEO 4751 Trousdale Drive, Suite 110 Nashville, TN 37220 wally@tomahawkss.com 757-621-7116	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	Tomahawk Strategic Solutions LLC (TSS) is a veteran-owned, service-disabled veteran-owned small business specializing in law enforcement, military, public safety, and security equipment, training, and consulting services. Since its founding, TSS has supported federal, state, local, tribal, educational, and private-sector customers by providing mission-critical equipment and solutions through direct manufacturer relationships and cooperative purchasing programs. TSS maintains authorized distributor, dealer, and reseller relationships with leading manufacturers of respiratory protection, ballistic helmets, body armor, communications equipment, medical products, optics, weapons accessories, and tactical equipment. In addition to equipment sales, TSS provides training, program management, procurement support, and customer service throughout the acquisition lifecycle. The company has successfully supported agencies across the United States and has experience working with federal agencies, state and local law enforcement departments, correctional institutions, emergency response organizations, and educational entities. TSS's combination of product expertise, training capabilities, and contract management experience enables the company to deliver comprehensive law enforcement equipment solutions nationwide.	*
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	Upon award of a Sourcewell contract, Tomahawk Strategic Solutions (TSS) will provide participating entities with streamlined access to a comprehensive portfolio of law enforcement, public safety, tactical, medical, communications, and protective equipment solutions through established manufacturer partnerships and authorized distribution channels. TSS will implement a dedicated contract support program that includes contract administration, quotation support, product sourcing, order management, technical assistance, warranty coordination, and post-sale customer support. TSS anticipates delivering measurable benefits to participating entities by reducing procurement timelines, simplifying the acquisition process, and providing access to competitively solicited products and services	*

		through a nationally recognized cooperative purchasing contract. Participating agencies will have access to product demonstrations, technical evaluations, training resources, implementation support, and subject matter expertise throughout the acquisition lifecycle. In addition to equipment sales, TSS provides training, program management, and procurement support services that help agencies identify, evaluate, procure, and sustain mission-critical equipment. Through direct manufacturer relationships and experienced personnel located throughout the United States, TSS is positioned to support customers nationwide with responsive service and comprehensive equipment solutions. TSS will actively promote the Sourcwell contract through its sales team, manufacturer partners, industry trade shows, digital marketing platforms, customer outreach efforts, and existing government customer relationships. The company has successfully supported federal, state, local, tribal, educational, and public safety organizations throughout the United States and internationally. TSS has also received interest from existing government and public safety customers regarding the availability of a Sourcwell contract vehicle. Many agencies prefer utilizing competitively awarded cooperative purchasing contracts to streamline procurement, reduce administrative burden, and accelerate acquisition timelines when compared to traditional bidding processes or obtaining multiple competitive quotations. TSS anticipates that a Sourcwell award will provide participating entities with a more efficient and compliant procurement pathway while expanding access to the products, services, training, and support necessary to accomplish their missions. The anticipated outcome is a nationally available contract vehicle that enables participating entities to efficiently procure high-quality law enforcement equipment and related services while receiving responsive customer support, technical expertise, and long-term program assistance from Tomahawk Strategic Solutions.	
13	Provide non-confidential indicators that demonstrate your organization's financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores	Tomahawk Strategic Solutions LLC (TSS) was founded in October 2014 and has successfully supported federal, state, local, tribal, educational, and private-sector customers for more than eleven years. Throughout its history, TSS has demonstrated consistent growth while expanding its customer base, manufacturer partnerships, service offerings, and geographic reach. TSS serves customers throughout the United States and internationally and maintains a diversified business model consisting of equipment sales, training, consulting, online learning, and program management services. This diversified revenue stream contributes to the company's long-term financial strength and organizational stability while allowing TSS to continue investing in personnel, technology, operational capabilities, and customer support. As a non-confidential indicator of financial strength, TSS generated	*

	or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	approximately \$10.4 million in total sales during 2024 and approximately \$12.5 million in total sales during 2025, reflecting continued year-over-year growth. TSS maintains long-standing relationships with government agencies, corporate clients, manufacturers, distributors, and strategic partners throughout the public safety and security industries. Additional indicators of stability include more than a decade of continuous operations, recurring business from existing customers, nationwide sales and support capabilities, established relationships with more than 100 manufacturers and suppliers, and a diversified customer base that includes federal, state, local, tribal, educational, corporate, and public safety organizations throughout the United States and internationally. As supporting documentation, TSS has included a banking reference letter from JPMorgan Chase Bank confirming that the company maintains accounts in good standing with no past-due amounts or adverse account status reflected in the bank's records. Tomahawk Strategic Solutions remains committed to sustainable growth and maintaining the financial resources, operational infrastructure, and customer support capabilities necessary to successfully serve participating entities throughout the term of any resulting Sourcewell contract.	
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over the past three (3) years, along with the total number of states where you have made sales.	Over the past three years, Tomahawk Strategic Solutions has served approximately 210 unique U.S. government and educational entities and has completed sales in 32 states, the District of Columbia, and Puerto Rico. Our customer base includes federal agencies, military organizations, Department of Homeland Security components, state agencies, state police organizations, county sheriff's offices, municipal police departments, fire departments, emergency management organizations, transportation authorities, tribal agencies, public safety organizations, and educational institutions. TSS continues to expand its national footprint through direct sales personnel, strategic manufacturer partnerships, cooperative purchasing contracts, and long-term customer relationships throughout the United States. Our customers range from small municipal agencies to large federal, military, and statewide organizations. In addition to our U.S. customer base, TSS has also supported international government and public safety organizations, including agencies in Canada and Australia, demonstrating our ability to support customers across a broad range of operational and geographic requirements.	*
15	Describe your Canadian market share for your proposed Solutions. OR	Tomahawk Strategic Solutions has not served Canadian education or government entities during the past three years and therefore has not recorded qualifying sales within Canadian provinces during that period. While TSS's primary customer base is located within the United States, the company has previous experience supporting international	*

	Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	government and public safety organizations, including customers in Canada and Australia. TSS maintains relationships with numerous manufacturers that support customers throughout North America and has the operational capability to support Canadian entities through established manufacturer, distribution, logistics, and customer support networks. TSS welcomes the opportunity to expand its presence within the Canadian public safety, government, and education markets and will leverage its existing infrastructure, manufacturer partnerships, and contract management experience to effectively serve participating Canadian entities under a resulting Sourcewell contract.	
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	Tomahawk Strategic Solutions LLC has not been involved in any ongoing or completed bankruptcy proceedings and has not been identified as a Responsible Party in any bankruptcy proceeding within the past seven (7) years. TSS understands and acknowledges the requirement to provide written notice to Sourcewell should the company enter bankruptcy proceedings at any time during the pendency of this RFP.	*
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Tomahawk Strategic Solutions LLC, its principals, and any included Responsible Parties have not been subject to any debarment or suspension actions. TSS understands and acknowledges the requirement to provide written notice to Sourcewell should the company or any included Responsible Party become subject to a debarment or suspension action at any time during the pendency of this RFP evaluation.	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	Tomahawk Strategic Solutions has not received any formal industry awards during the past three (3) years that are relevant to this solicitation. During this period, TSS has continued to achieve significant organizational milestones, including expanding its national customer base, increasing annual revenue, growing its equipment sales division, expanding cooperative purchasing participation, launching new product initiatives, and supporting more than 200 government and educational	*

		entities across 32 states, the District of Columbia, and Puerto Rico. TSS has also expanded its manufacturer partnerships and continued to support federal, state, local, tribal, military, educational, and public safety organizations throughout the United States. TSS considers its sustained growth, customer retention, contract performance, and continued expansion within the public safety and security markets to be significant indicators of organizational achievement and industry credibility.	
19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	Approximately 70% of Tomahawk Strategic Solutions' sales during the past three years have been to government entities. Government sector sales include federal agencies, military organizations, state agencies, law enforcement agencies, fire departments, emergency management organizations, transportation authorities, tribal entities, and other public-sector customers. This percentage is based on an evaluation of the company's revenue mix and customer base over the reporting period.	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	Approximately 2% of Tomahawk Strategic Solutions' sales during the past three years have been to educational entities. Education sector sales include educational institutions, school districts, colleges, universities, and school-related public safety organizations. This percentage is based on an evaluation of the company's revenue mix and customer base over the reporting period.	*
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these agreements over the past three (3) years.	Tomahawk Strategic Solutions currently holds and participates in multiple state, cooperative, and federal purchasing agreements, including: **NJ Cooperative Purchasing Alliance (CK04) – Cooperative Purchasing Agreement** * 2023 Sales Volume: \$1,049,287.83 * 2024 Sales Volume: \$920,790.97 * 2025 Sales Volume: \$1,745,806.86 * 2026 YTD Sales Volume: \$234,605.78 **New Jersey State Contract T0790 – Firefighter Protective Gear, Equipment and Supplies** * Statewide Purchasing Agreement * Awarded March 20, 2026 * Sales Volume to Date: \$0.00 (Newly Awarded Contract) **Pennsylvania State Ballistic Contract** * Active State Purchasing Agreement * Total Sales Volume: \$121,716.36 **Arkansas Department of Public Safety State Contract #46000-56855** * Active State Purchasing Agreement	*

		* Total Sales Volume: \$176,492.45 **TIPS Contract #250101 – Safety Equipment, Supplies and Services** * Active through March 31, 2028 * Sales Volume: \$0.00 **TIPS Contract #260202 – Security Systems, Products, and Services** * Active through April 30, 2029 * Sales Volume: \$0.00 Tomahawk Strategic Solutions utilizes these contract vehicles to provide compliant purchasing solutions to federal, state, local, tribal, educational, military, and public safety organizations throughout the United States. The company has successfully administered cooperative, state, and federal contract vehicles and continues to expand contract availability to provide customers with efficient and compliant procurement options.	
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	Tomahawk Strategic Solutions, LLC currently holds a GSA Multiple Award Schedule (MAS) contract. Based on information provided by our GSA Contracting Officer, total reported GSA contract revenue for the most recent three-year reporting period is \$1,187,566.50. Tomahawk Strategic Solutions utilizes its GSA contract to support federal agencies and eligible purchasing entities seeking streamlined procurement of equipment, training, and related professional services. The company maintains experience supporting customers through multiple federal, state, local, and cooperative purchasing vehicles and remains committed to expanding contract utilization opportunities through the resulting Sourcwell Master Agreement. Tomahawk Strategic Solutions does not currently hold any Canadian Standing Offers and Supply Arrangements (SOSA).	*

Table 2B: References/Testimonials

Line Item 23. Supply reference information from three customers **who are eligible** to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port Authority of New York & New Jersey	SGT Ron Sandgran	201-747-0628	*
Bergen County Prosecutors Office	Juan Arroyave	201-543-1870	*
Metro Nashville PD	Ryan Lockwood	615-948-1372	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable.

#	Question	Response *	
24	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Tomahawk Strategic Solutions LLC is best described as a distributor, dealer, reseller, and service provider of public safety, defense, security, tactical, medical, communications, and training solutions. TSS maintains authorized distributor, dealer, reseller, and partner relationships with numerous leading manufacturers whose products are proposed under this RFP. Representative manufacturer authorization letters and supporting documentation have been provided as part of this submission. Additional manufacturer authorizations and supporting documentation are available upon request. TSS operates through an independent sales and service model utilizing company employees and authorized manufacturer representatives. TSS does not operate a company-owned dealer network. Product sales, contract administration, customer support, project management, training coordination, and fulfillment activities are managed directly by TSS personnel in coordination with manufacturer partners as required. TSS's manufacturer relationships allow the company to provide customers with a broad range of equipment, services, training, and support solutions through a single procurement source while maintaining compliance with manufacturer warranty, support, and distribution requirements.	
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested	Tomahawk Strategic Solutions maintains a nationwide sales, training, and customer support organization focused on government, public safety, military, emergency management, educational, and security markets. The company employs more than 30 full-time employees and supports customers throughout the United States through personnel located across multiple regions and territories. In addition, TSS maintains a nationwide network of more than 100 contract instructors, subject matter experts, and specialized training personnel who support customer training and operational requirements. TSS currently maintains three dedicated full-time sales professionals	*

	Solutions.	responsible for business development, contract administration, proposal development, customer support, and account management. In addition, TSS utilizes its nationwide training cadre as an extension of its sales and customer support organization. Because TSS delivers training programs directly to law enforcement, military, security, and public safety organizations, training personnel often spend multiple days onsite with customers, allowing them to better understand operational requirements and identify equipment, training, and programmatic needs.	
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	Tomahawk Strategic Solutions primarily utilizes a direct sales and customer support model rather than a traditional company-owned dealer network. Solutions offered under this RFP are delivered through TSS employees, authorized manufacturer partnerships, strategic distribution relationships, and a nationwide network of subject matter experts and training personnel. TSS employs more than 30 full-time personnel and supports customers throughout the United States through dedicated sales professionals, contract administrators, project managers, and customer support personnel. In addition, TSS maintains a nationwide network of more than 100 contract instructors and subject matter experts who support customer engagement, training delivery, equipment evaluations, implementation, and post-sale support activities. TSS maintains authorized distributor, dealer, reseller, and partner relationships with numerous manufacturers serving the public safety, defense, security, communications, medical, and training markets. Products are delivered through a combination of direct shipment from manufacturers, authorized distribution partners, and TSS-managed fulfillment processes depending on customer requirements and product type. In addition to direct sales, TSS supports a network of business-to-business (B2B) customers, distributors, integrators, and industry partners by providing access to specialized equipment, manufacturer relationships, and contract vehicles. Where permitted by the applicable contract terms and customer requirements, TSS facilitates cooperative purchasing and pass-through procurement opportunities that allow local providers and industry partners to leverage established contract vehicles while maintaining compliance with contract requirements, pricing structures, reporting obligations, and manufacturer authorization requirements. TSS remains actively involved in project coordination, sourcing, contract administration, customer support, and fulfillment oversight to ensure participating entities receive the full benefit of the contract vehicle and associated manufacturer support. This model enables TSS to provide nationwide coverage while maintaining responsive customer support, technical expertise, training capabilities, and efficient product delivery throughout the United States and its territories.	*
27	Describe your service force, their locations (e.g., regions, territories), number of	Tomahawk Strategic Solutions maintains a nationwide service and support organization dedicated to supporting government, public safety, military, emergency management, educational, and security customers. The company employs more than 30 full-time personnel and maintains a	*

	direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	nationwide network of more than 100 contract instructors, subject matter experts, and specialized training personnel who support customer requirements throughout the United States. While TSS is headquartered in Tennessee, personnel are located throughout multiple regions of the United States, including the Southeast, Mid-Atlantic, Northeast, Midwest, South Central, and Western regions. This distributed workforce allows TSS to provide responsive support to customers nationwide while leveraging both local and regional expertise. TSS service personnel support customers through training delivery, technical assistance, equipment evaluations, implementation support, product familiarization, program management, contract administration, and post-sale customer service activities. The company's service force supports federal, state, local, tribal, military, transportation, and educational organizations nationwide. A significant overlap exists between TSS sales and service functions. Unlike traditional distribution models, TSS trainers, instructors, and subject matter experts frequently work directly with customer organizations for extended periods while delivering training and operational support. This engagement provides TSS personnel with a detailed understanding of customer missions, operational requirements, equipment challenges, and future program needs. Dedicated sales personnel then work alongside training and service personnel to develop and implement solutions that best support the customer. This integrated service model enables TSS to provide responsive support before, during, and after procurement activities while leveraging the expertise of both full-time personnel and specialized contract instructors throughout the United States.	
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	Tomahawk Strategic Solutions utilizes a consultative sales and project management approach to support customer requirements from initial inquiry through final delivery and post-sale support. The process typically begins with direct engagement between the customer and TSS sales personnel, trainers, subject matter experts, or manufacturer partners to identify operational requirements, evaluate available solutions, and determine the most appropriate procurement pathway. Following the consultation process, TSS works with the customer to develop equipment recommendations, budgetary estimates, formal quotations, demonstrations, evaluations, training opportunities, and procurement options. Where applicable, TSS assists customers in utilizing existing cooperative purchasing agreements, state contracts, federal contract vehicles, or other compliant procurement methods to streamline the acquisition process. Once an order is received, TSS personnel manage order entry, contract compliance, manufacturer coordination, project management, logistics planning, and customer communications. Depending on the product and customer requirements, fulfillment may occur through direct shipment from authorized manufacturers, authorized distribution partners, or TSS-	*

		managed fulfillment processes. TSS personnel remain engaged throughout the process to monitor order status, coordinate deliveries, resolve issues, and ensure customer requirements are met. For larger projects, TSS coordinates directly with manufacturers, distributors, training personnel, and customer stakeholders to support implementation, equipment deployment, training, and ongoing support activities. TSS maintains regular communication throughout the project lifecycle to ensure successful execution. In addition to direct sales, TSS supports qualified business-to-business (B2B) partners and industry collaborators. Where permitted by contract terms and customer requirements, TSS facilitates cooperative purchasing and pass-through procurement opportunities that allow participating entities to leverage existing contract vehicles while maintaining compliance with contract requirements, manufacturer authorization requirements, reporting obligations, and pricing structures. TSS remains actively involved in contract administration, sourcing, project management, fulfillment oversight, and customer support throughout the process. Following delivery, TSS continues to provide customer support, warranty coordination, manufacturer engagement, technical assistance, training support, and account management services to ensure long-term customer success.	
29	Describe, in detail, the process and procedure of your customer service program. Include your response –times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals or promises.	Tomahawk Strategic Solutions is committed to providing responsive, customer-focused support throughout the entire customer lifecycle. Customer service is provided through a combination of dedicated account managers, contract administrators, project managers, customer support personnel, training staff, manufacturer representatives, and subject matter experts. This integrated approach allows TSS to respond quickly to customer inquiries while leveraging specialized expertise when required. TSS strives to acknowledge and respond to all customer emails and telephone inquiries within one business day (24 hours), with many inquiries receiving same-day responses. Customer inquiries may be submitted through direct contact with account representatives, customer service personnel, project managers, training staff, or company leadership. TSS strives to provide standard quotations within 24 to 72 hours of receiving a complete request. Quote turnaround times may vary depending on the complexity of the requirement, the number of manufacturers involved, technical review requirements, product availability, training requirements, and overall project scope. For larger or more complex opportunities, TSS works closely with the customer to establish realistic timelines and provide regular status updates throughout the quotation process. TSS utilizes a tiered escalation process to ensure issues are addressed efficiently. Initial inquiries are handled by the assigned account representative, contract administrator, or customer support personnel. Issues requiring technical expertise, manufacturer involvement, warranty	*

		support, logistics coordination, or executive review are escalated to the appropriate subject matter experts, manufacturer representatives, project managers, or company leadership. Escalations remain actively managed until resolution and customers receive regular status updates throughout the process. Because many products offered by TSS are manufactured and fulfilled through third-party partners, final resolution timelines may vary depending upon product availability, manufacturing lead times, warranty requirements, and logistics considerations. TSS works closely with manufacturers and suppliers to facilitate on-time delivery while maintaining proactive communication with customers throughout the process. The company places significant emphasis on transparency and communication to ensure customers remain informed regarding project status, lead times, delays, and delivery expectations so there are no surprises. A significant advantage of the TSS customer service model is the overlap between sales, training, and service functions. Because TSS personnel often maintain long-term relationships with customers through equipment programs, training events, consulting engagements, and recurring support activities, customers have direct access to individuals who understand their operational requirements and organizational needs. This continuity improves communication, accelerates issue resolution, and enhances overall customer satisfaction. TSS measures success through customer retention, repeat business, contract renewals, responsive communication, and long-term customer relationships. Personnel are expected to take ownership of customer issues, coordinate resources, and remain engaged until the customer's needs have been addressed.	
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	Tomahawk Strategic Solutions is well-positioned to support Sourcewell participating entities throughout the United States through a combination of established manufacturer relationships, experienced personnel, national training resources, and proven contract administration capabilities. Unlike traditional distributors that focus solely on product sales, TSS combines equipment procurement, training, technical expertise, and project management into a single solution. This approach allows participating entities to work with one organization for product selection, procurement support, implementation, training, and ongoing customer support. TSS currently supports customers ranging from small municipal agencies to large state, regional, and federal organizations. The company has experience managing projects involving individual equipment purchases, agency-wide equipment programs, training initiatives, and multi-manufacturer deployments. TSS also maintains multiple cooperative, state, and federal contract vehicles that help streamline procurement and improve purchasing efficiency for government and educational customers. Through its network of employees, instructors, subject matter experts, manufacturer partners, and distribution resources, TSS has the capability	*

		to provide responsive support, nationwide delivery, training, technical assistance, and long-term customer service to Sourcewell participating entities across the United States.	
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Tomahawk Strategic Solutions does not impose any unique requirements or restrictions on Sourcewell participating entities located in Alaska, Hawaii, or U.S. Territories. TSS has previous experience supporting customers in Alaska and U.S. Territories and has established processes for coordinating shipping, logistics, training, and customer support in geographically remote locations. The company has also provided quotations and support to organizations in Hawaii and is prepared to support participating entities throughout the United States, including Alaska, Hawaii, and U.S. Territories. Delivery schedules, freight costs, and lead times may vary depending on product type, manufacturer location, carrier availability, and destination; however, TSS works closely with customers, manufacturers, and logistics providers to identify the most effective delivery solution and communicate any applicable timelines or costs in advance. TSS's goal is to ensure participating entities receive the same level of service, communication, and support regardless of location.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	Tomahawk Strategic Solutions has the capability to support Sourcewell participating entities located in Canada through established manufacturer relationships, training resources, and prior experience supporting Canadian customers. TSS has previously provided both training and equipment solutions within Canada and maintains relationships with manufacturers and industry partners that support Canadian operations. In addition, TSS maintains business relationships and operational experience within Canada through affiliated business activities and manufacturer partnerships, providing familiarity with Canadian customers, logistics considerations, and cross-border coordination requirements. While the majority of TSS operations are currently focused on the United States market, the company is prepared to support Canadian participating entities by coordinating product sourcing, training, project management, logistics, and customer support through its existing personnel, manufacturer network, and industry partnerships. TSS will work closely with participating entities, manufacturers, and logistics providers to ensure compliance with applicable import, export, shipping, and regulatory requirements while delivering the same level of customer service, communication, and support provided to customers throughout the United States.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Tomahawk Strategic Solutions does not identify any geographic areas within the United States or Canada that would be excluded from service under the proposed agreement. TSS is prepared to support Sourcewell participating entities throughout all 50 states, the District of Columbia, U.S. Territories, and Canada. Through	*

		its nationwide personnel network, manufacturer partnerships, logistics resources, and training capabilities, TSS can provide products, services, training, and customer support regardless of geographic location. While freight costs, lead times, and logistics considerations may vary based on destination and product requirements, these factors do not limit TSS's ability to serve participating entities under the proposed agreement.	
34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	Tomahawk Strategic Solutions does not identify any participating entity type listed within the RFP that would be excluded from accessing the requested solutions under the proposed agreement. TSS supports a broad range of customers, including federal, state, local, tribal, educational, public safety, emergency management, transportation, military, and other governmental organizations. The company is prepared to make the proposed products, services, training, and support solutions available to all eligible Sourcwell participating entities in accordance with the terms of the awarded agreement. Certain individual products may be subject to manufacturer-imposed sales restrictions, regulatory requirements, export controls, end-user certifications, or other legal and contractual limitations. In such cases, TSS will work directly with the participating entity and manufacturer to determine eligibility and identify compliant alternatives when available. These product-specific requirements do not restrict access to the overall agreement or the solutions proposed under this RFP.	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Tomahawk Strategic Solutions will extend the terms and pricing of any awarded Sourcwell master agreement to eligible nonprofit organizations in accordance with Sourcwell policies and the terms of the awarded agreement. TSS has experience supporting a wide range of public-sector, educational, charitable, emergency response, and nonprofit organizations. In addition, through its affiliated charitable initiatives, TSS has worked with nonprofit organizations and understands the unique budgetary, operational, and procurement challenges these organizations often face. Eligible nonprofit organizations will have access to the same contract pricing, products, services, training, and support solutions available to other participating entities, subject to applicable manufacturer requirements, regulatory restrictions, and contract terms.	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this	If awarded a Sourcwell contract, Tomahawk Strategic Solutions (TSS) will implement a comprehensive multi-channel marketing strategy designed to promote contract awareness, increase utilization, and simplify procurement for participating entities throughout the United States and Canada. Within the first 30 days of contract award, TSS will develop and publish a	*

	opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	dedicated Sourcewell contract landing page on its website highlighting contract information, participating manufacturer offerings, ordering instructions, contract benefits, points of contact, and cooperative purchasing resources. The contract will also be incorporated into internal sales training, customer presentations, proposal templates, quotations, and account management processes to ensure all personnel are prepared to support participating entities. Within the first 60 to 90 days following award, TSS will initiate direct outreach efforts to existing customers, prospects, and industry partners through targeted email campaigns, customer communications, and its quarterly company newsletter. TSS maintains a communications database of 8,500 subscribers who receive newsletters, product announcements, training updates, event invitations, and contract-related communications. In addition, TSS maintains more than 1,000 direct government, public safety, military, educational, and industry contacts within its Salesforce CRM platform. TSS maintains an active digital presence with more than 14,000 combined followers across LinkedIn, Instagram, Facebook, and other social media platforms. These channels are utilized to share educational content, product announcements, training opportunities, industry updates, and cooperative purchasing resources. TSS will leverage these platforms to increase Sourcewell contract awareness and communicate the benefits of cooperative purchasing to participating entities. TSS utilizes Salesforce CRM to manage customer engagement, track opportunities, coordinate marketing activities, and identify organizations that may benefit from cooperative purchasing solutions. The company also works with Graham Media Partners (GMP) to develop professional marketing materials, white papers, product spotlights, educational content, case studies, digital campaigns, videos, and other resources designed to educate customers on available solutions, emerging technologies, and cooperative purchasing opportunities. These resources will be leveraged to promote the Sourcewell contract and increase contract utilization. TSS maintains a nationwide sales, training, and support network that provides significant opportunities to promote the contract directly to participating entities. The company participates in conferences, trade shows, association events, and industry meetings throughout the year, often attending or exhibiting at events on a monthly basis. Examples include the National Tactical Officers Association (NTOA) Conference, Louisiana Sheriffs' Association Conference, gang and public safety conferences, regional law enforcement events, and numerous manufacturer-sponsored programs. TSS also hosts multiple company-sponsored gear and technology demonstration events annually, providing direct engagement opportunities with decision makers, procurement personnel, instructors, and end users. These events serve as a platform to educate agencies on cooperative purchasing and the advantages of utilizing the Sourcewell contract. A unique advantage of TSS is its nationwide training network. The company employs more than 30 full-time personnel and maintains a network of more than 100 contract instructors and subject matter experts who regularly deliver training programs to law enforcement, public safety, military, and government organizations throughout the United States. These engagements provide direct	
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		access to agency personnel and leadership and create opportunities to educate participating entities about available contract solutions while maintaining compliance with procurement requirements. TSS will also leverage its network of manufacturer partners, distributors, integrators, and business-to-business (B2B) relationships to expand awareness of the contract and increase utilization opportunities. Where permitted by contract terms, these relationships help participating entities identify efficient procurement pathways while maintaining compliance with contract requirements. Several existing customers have already expressed interest in utilizing a national cooperative purchasing contract vehicle such as Sourcwell to streamline procurement and reduce the need for separate competitive solicitations. TSS intends to actively promote the Sourcwell contract as a procurement solution that provides participating entities with access to equipment, training, services, and technical expertise through a compliant and efficient purchasing process. TSS will continuously evaluate contract utilization, customer engagement, outreach effectiveness, and customer feedback to ensure the Sourcwell contract remains visible, accessible, and beneficial to participating entities throughout the contract term.	
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	Tomahawk Strategic Solutions (TSS) utilizes a combination of customer relationship management (CRM) technology, digital marketing platforms, website analytics, email communications, social media, and customer engagement data to enhance and optimize its marketing strategy and increase awareness of cooperative purchasing opportunities. TSS utilizes Salesforce CRM as its primary customer relationship management platform to manage customer engagement, track opportunities, monitor sales pipelines, coordinate outreach activities, and support contract utilization efforts. Salesforce enables TSS to organize and segment customer data, identify target audiences, track customer interactions, monitor event participation, and ensure consistent communication with government, public safety, military, educational, and industry customers. TSS maintains a communications database consisting of 8,500 subscribers who receive newsletters, product announcements, training updates, event invitations, educational content, and contract-related communications. In addition, TSS maintains more than 1,000 direct government, public safety, military, educational, and industry contacts within Salesforce. Customer engagement metrics such as email delivery rates, open rates, click-through rates, event registrations, and campaign participation are reviewed to evaluate effectiveness and improve future communications. TSS maintains an active digital presence across multiple social media platforms, including LinkedIn, Instagram, and Facebook, with a combined audience exceeding 14,000 followers. These platforms are utilized to distribute educational content, product updates, training opportunities, industry news, event information, and cooperative purchasing resources. Social media engagement metrics are monitored to identify customer interests, improve	*

		content delivery, and increase contract awareness among participating entities. The company utilizes website-based marketing strategies, including contract-specific landing pages, resource libraries, educational content, event registration tools, and manufacturer information pages. Website analytics and user engagement data are reviewed to better understand customer interests, optimize content, and improve the overall customer experience. In partnership with Graham Media Partners (GMP), TSS develops professional digital marketing assets including white papers, product spotlights, videos, educational content, case studies, targeted campaigns, website content, and other marketing resources designed to inform customers about emerging technologies, procurement options, training opportunities, and cooperative purchasing solutions. These resources are distributed through multiple digital channels to maximize visibility, customer engagement, and contract awareness. TSS also utilizes digital technologies to support conference participation, company-hosted gear and technology demonstration events, customer registration, event communications, and post-event follow-up activities. Data collected through these activities helps TSS better understand customer requirements and identify opportunities to provide relevant products, services, training, and support. By integrating CRM technology, digital communications, website analytics, social media platforms, customer engagement data, and professional marketing resources, TSS continuously evaluates and refines its marketing efforts to improve outreach effectiveness, customer engagement, contract awareness, and overall contract utilization.	
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	Tomahawk Strategic Solutions views Sourcewell as a strategic partner in promoting awarded agreements and expanding awareness of cooperative purchasing opportunities among participating entities. Sourcewell's role is to provide a nationally recognized and trusted cooperative purchasing platform that simplifies procurement, promotes contract visibility, and connects participating entities with competitively awarded solutions. TSS believes Sourcewell plays an important role in educating participating entities about the benefits of cooperative purchasing, maintaining contract information and resources, supporting participating entity engagement, and promoting awarded contracts through its website, marketing initiatives, events, and member communications. At the same time, TSS recognizes that successful contract utilization is a shared responsibility. While Sourcewell provides the cooperative purchasing framework, visibility, and member network, TSS is responsible for actively promoting the contract, educating customers, supporting procurement activities, and driving utilization through direct customer engagement, training programs, conferences, digital marketing, manufacturer partnerships, and ongoing customer support. By combining Sourcewell's national reach and reputation with TSS's sales, training, marketing, and customer support capabilities, participating entities	*

		benefit from increased awareness, simplified procurement, and access to high-quality products, services, and solutions.	
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	Tomahawk Strategic Solutions will fully integrate any awarded Sourcewell agreement into its sales, marketing, customer support, and training processes to ensure participating entities are aware of and able to utilize the contract efficiently. Upon award, the Sourcewell contract will be incorporated into internal sales training programs, onboarding materials, proposal templates, quotation processes, customer-facing presentations, and account management procedures. Sales personnel, account managers, project managers, customer support personnel, trainers, and administrative staff will be educated on contract eligibility, purchasing procedures, available solutions, and the benefits of cooperative purchasing through Sourcewell. TSS will integrate the Sourcewell contract into its Salesforce CRM platform to help identify eligible participating entities, track contract opportunities, and ensure cooperative purchasing options are considered during customer engagements. The contract will be included as a standard procurement option during customer consultations, equipment evaluations, training engagements, budget discussions, and project planning activities. A unique advantage of TSS is its integrated sales and training model. The company employs more than 30 full-time personnel and maintains a nationwide network of more than 100 contract instructors and subject matter experts who regularly interact with government, public safety, military, and educational organizations. Contract awareness will be incorporated into appropriate training events, demonstrations, customer meetings, and educational programs, allowing participating entities to learn about available procurement options while discussing operational requirements and solution development. The Sourcewell contract will also be incorporated into TSS marketing initiatives, including contract-specific website content, landing pages, newsletters, digital marketing campaigns, social media outreach, conference participation, gear and technology demonstration events, and manufacturer-supported marketing activities. Contract information will be readily available to customers through both digital and in-person engagement channels. TSS does not rely on a separate incentive program to promote one contract vehicle over another. Instead, personnel are trained to identify and recommend the procurement solution that best meets the customer's requirements. An awarded Sourcewell agreement will become a standard procurement option within TSS's sales process and will be actively presented whenever it provides value, efficiency, and purchasing advantages to eligible participating entities. Through training, CRM integration, marketing activities, customer engagement, and ongoing sales support, TSS will ensure that a Sourcewell agreement is fully integrated into daily operations and consistently promoted throughout the organization.	
40	Are your Solutions available through an e-Procurement	Tomahawk Strategic Solutions supports electronic procurement processes through a variety of government and institutional procurement platforms; however, the company does not currently operate a traditional e-commerce	*

	or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	storefront or online shopping cart. TSS utilizes a consultative, quote-driven sales process that allows customers to receive customized solutions, pricing, and support based on their specific operational, technical, and procurement requirements. TSS is currently active within multiple electronic procurement environments and regularly supports customers through platforms such as NC eProcurement, SAP Ariba, IonWave, BidNet, Periscope, Bonfire, and other government purchasing and solicitation systems. Customers may also submit quote requests electronically through the TSS website, email, procurement portals, or direct communication with TSS personnel. The company's approach is intentionally designed to provide a higher level of customer service than a traditional e-commerce platform. Many TSS projects involve multiple manufacturers, specialized equipment, training requirements, contract vehicles, implementation support, and customized configurations. As a result, TSS works directly with customers to develop tailored solutions rather than relying solely on a standardized online catalog. Example: Government entities routinely utilize procurement platforms such as Ariba, IonWave, BidNet, Periscope, and Bonfire to identify opportunities, request quotations, issue solicitations, and process procurement activities with TSS. Through these systems, customers are able to electronically engage TSS, receive quotations, submit purchase orders, and complete procurement transactions while maintaining compliance with their internal purchasing requirements and applicable procurement regulations. TSS continues to evaluate additional e-procurement and digital ordering capabilities and remains committed to supporting the electronic procurement processes utilized by government and educational customers.	
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	Training is a core component of Tomahawk Strategic Solutions' business model and represents a significant differentiator from traditional equipment distributors. In addition to providing equipment and services, TSS delivers training, consulting, technical assistance, and implementation support to government, public safety, military, educational, and other participating entities throughout the United States. TSS employs full-time training personnel and maintains a nationwide network of more than 100 contract instructors and subject matter experts with operational experience in law enforcement, military, emergency response, public safety, tactical operations, leadership, communications, medical response, and related disciplines. TSS personnel regularly conduct training engagements throughout the United States, often supporting multiple training events each month that may span several days in duration. Training may be delivered directly by TSS personnel, qualified contract instructors, manufacturer representatives, or a combination thereof depending on the products and services being provided.	*

		Training opportunities vary by solution and customer requirements. Certain products include standard familiarization, orientation, implementation support, or manufacturer-provided instruction as part of the purchase process. Additional training services are available as optional offerings and may include instructor-led courses, train-the-trainer programs, equipment operator training, product-specific certification programs, leadership development, tactical training, medical training, communications training, consulting services, and customized agency programs. Training may be delivered through multiple methods, including on-site instruction, regional training events, conferences, workshops, demonstrations, webinars, virtual instruction, train-the-trainer programs, and manufacturer-sponsored educational events. TSS also hosts gear and technology demonstration events that allow participating entities to evaluate equipment, receive hands-on instruction, and interact directly with instructors, manufacturer representatives, and subject matter experts. Training costs vary based on the scope, duration, location, instructor requirements, travel requirements, and customer objectives. Some training may be included as part of equipment purchases or manufacturer support programs, while advanced, customized, or stand-alone training programs may be offered at additional cost. All training-related costs, if applicable, are clearly identified and communicated to participating entities prior to engagement. TSS works closely with participating entities to identify training requirements and develop solutions that support successful implementation, operational effectiveness, user proficiency, and long-term program success.	
42	Describe any technological advances that your proposed Solutions offer.	Tomahawk Strategic Solutions provides access to a broad range of technologically advanced products, services, training, and operational solutions that support public safety, military, emergency response, educational, and government organizations. Through its extensive network of manufacturer, distributor, and industry partnerships, TSS provides participating entities with access to both current and emerging technologies across multiple product categories. Examples of technological advancements available through the proposed solutions include lightweight ballistic protection systems utilizing advanced materials and manufacturing techniques; modern respiratory protection systems featuring improved ergonomics, communications integration, and enhanced protection capabilities; advanced hearing protection and communications systems that improve situational awareness while maintaining hearing protection; and next-generation optics, illumination, observation, and surveillance technologies designed to enhance operational effectiveness. Additional technologies available through TSS include integrated medical and emergency response solutions, advanced load carriage and personal equipment systems, communications accessories, protective equipment, training technologies, and mission-specific equipment designed to improve user performance, comfort, safety, and operational efficiency. Many solutions incorporate advancements in materials science, weight reduction, durability, modularity, environmental protection, and human performance optimization.	*

		A significant advantage of TSS is its ability to rapidly identify, evaluate, and introduce emerging technologies to participating entities. Because TSS works closely with manufacturers, distributors, instructors, subject matter experts, and end users, the company is able to monitor industry developments and provide customers with access to newly released products, equipment enhancements, and innovative solutions as they become commercially available and operationally relevant. This allows participating entities to evaluate multiple technologies and make informed decisions based on operational requirements rather than being limited to a single manufacturer or technology platform. In addition to representing numerous leading manufacturers, TSS also offers proprietary performance apparel and clothing solutions through its Tomahawk Performance product line. These products incorporate advancements in fabric technology, comfort, durability, moisture management, and environmental protection to support operational personnel working in demanding environments. TSS continuously evaluates emerging technologies and works closely with manufacturers and customers to identify solutions that improve readiness, safety, communications, survivability, comfort, and overall mission effectiveness. Through these relationships, participating entities gain access to innovative products and technologies that support both current and future operational requirements.	
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	Tomahawk Strategic Solutions recognizes the importance of sustainability, responsible business practices, and efficient resource utilization. While TSS does not currently maintain any formal sustainability certifications, the company incorporates environmentally conscious practices into its daily operations and works with manufacturers that emphasize product durability, lifecycle performance, and responsible manufacturing practices. TSS utilizes electronic communications, digital marketing, electronic quotations, electronic invoicing, and electronic document management systems whenever possible to reduce paper consumption and improve operational efficiency. The company also leverages virtual meetings, webinars, and remote training capabilities when appropriate to reduce travel requirements while maintaining customer support and engagement. Many of the products and solutions offered by TSS are designed for long service life, durability, repairability, and extended operational use. By providing high-quality equipment and solutions that reduce replacement frequency and improve lifecycle value, TSS helps participating entities maximize the useful life of purchased products and resources. TSS works with numerous manufacturers that maintain their own sustainability, environmental, quality, and manufacturing certifications. Where applicable, manufacturer-specific certifications and sustainability initiatives can be provided upon request for individual products or product categories. In addition, TSS continually evaluates operational practices that improve efficiency, reduce waste, and support responsible stewardship of company and customer resources while maintaining high levels of service and support.	*

44	Describe any third-party issued, eco-labels, ratings, or certifications that your proposed solutions hold.	Tomahawk Strategic Solutions offers a broad portfolio of products and solutions from numerous manufacturers across multiple product categories. Because the proposed solutions encompass equipment, apparel, protective equipment, communications systems, medical products, training solutions, and related services from multiple manufacturers, third-party eco-labels, environmental ratings, and sustainability certifications vary by product and manufacturer. TSS does not maintain a single company-wide environmental certification applicable to all proposed solutions. However, certain manufacturers represented by TSS may maintain product-specific environmental certifications, sustainability programs, quality certifications, environmental management systems, recycled material initiatives, or other third-party certifications applicable to specific products and product lines. Where applicable, manufacturer-specific certifications, environmental ratings, eco-labels, sustainability documentation, and related compliance information can be provided upon request for individual products or categories of products being considered by participating entities. In addition to environmental certifications, many products offered through TSS are subject to industry-recognized testing, quality assurance standards, performance certifications, safety standards, and regulatory compliance requirements applicable to their respective product categories.	*
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	Tomahawk Strategic Solutions' most significant differentiator is that the company is not simply an equipment distributor. TSS combines equipment procurement, training, consulting, subject matter expertise, project management, and customer support into a single integrated solution designed to help participating entities identify, acquire, implement, and effectively utilize the products and services they purchase. Unlike many traditional distributors that focus primarily on product transactions, TSS was built around training and operational expertise. The company employs more than 30 full-time personnel and maintains a nationwide network of more than 100 contract instructors and subject matter experts who regularly support law enforcement, public safety, military, emergency response, and government organizations throughout the United States. This operational experience allows TSS to better understand customer requirements and provide recommendations based on real-world applications rather than simply product specifications. Another unique advantage is TSS's ability to combine equipment procurement with training delivery and ongoing professional development. In addition to instructor-led training, TSS maintains its own online training portal, providing participating entities with access to digital learning resources, continuing education opportunities, and scalable training solutions. This allows agencies to supplement in-person instruction with online content and helps support long-term program sustainability, user proficiency, and organizational readiness. TSS also provides access to a diverse portfolio of manufacturers and technologies rather than being limited to a single brand or product platform. Participating entities benefit from objective solution recommendations, product	*

	comparisons, demonstrations, evaluations, and access to emerging technologies from multiple industry-leading manufacturers. This approach allows customers to select the solution that best fits their operational, technical, and budgetary requirements. A significant advantage of TSS is its ability to rapidly identify, evaluate, and introduce emerging technologies to participating entities. Through close relationships with manufacturers, distributors, instructors, subject matter experts, and end users, TSS continuously evaluates new products, equipment enhancements, and evolving technologies. This enables participating entities to gain access to innovative solutions and industry best practices as they become commercially available and operationally relevant. TSS is also selective in the manufacturers and products it represents. While the company continuously evaluates emerging technologies and new manufacturer relationships, TSS does not add products solely to expand its catalog. Potential products and solutions are reviewed internally by company leadership, trainers, instructors, subject matter experts, and operational end users to determine whether they provide meaningful value, reliability, performance, and operational benefit. This evaluation process helps ensure that TSS represents solutions it believes in and is willing to stand behind. Participating entities benefit from a curated portfolio of products that have been vetted for quality, performance, and suitability rather than a catalog driven solely by sales volume or market availability. In addition to representing numerous leading manufacturers, TSS has developed proprietary solutions through its Tomahawk Performance product line. Tomahawk Performance was created to provide high-quality performance apparel and equipment solutions designed specifically for military, law enforcement, first responder, and outdoor professionals. By combining direct customer feedback, instructor input, and operational experience, TSS is able to develop and refine products that address real-world user requirements while maintaining a focus on durability, comfort, functionality, and performance. TSS also provides a unique combination of equipment, training, implementation support, consulting services, and procurement expertise. Customers frequently rely on TSS to assist with product evaluations, equipment selection, grant-funded projects, large-scale deployments, training programs, and cooperative purchasing strategies. By combining these capabilities under one organization, TSS helps reduce administrative burden while improving project outcomes. For Sourcewell participating entities, these advantages translate into more than just access to products. Customers gain access to experienced professionals, technical expertise, training resources, implementation support, procurement guidance, online and in-person learning opportunities, and a broad portfolio of solutions through a single trusted partner. This comprehensive approach helps participating entities make informed purchasing decisions, improve operational effectiveness, and maximize the value of their investments.	
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Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A	*
47	Women Business Enterprise (WBE)	☐ Yes ☒ No	N/A	*
48	Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
49	Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	Tomahawk Strategic Solutions is a veteran-owned business led by military veterans and is also certified as a Service-Disabled Veteran-Owned Business (SDVOB).	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	☒ Yes ☐ No	Tomahawk Strategic Solutions is a certified Service-Disabled Veteran-Owned Business (SDVOB). Current certification documentation is available upon request.	*
51	Small Business Enterprise (SBE)	☒ Yes ☐ No	Tomahawk Strategic Solutions qualifies as a Small Business Enterprise (SBE) based on applicable small business size standards and company size.	*
52	Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A	*
53	Women-Owned Small Business (WOSB)	☐ Yes ☒ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
54	Describe your payment terms.	Tomahawk Strategic Solutions' standard payment terms are Net 30 days for approved government, educational, public safety, military, and other qualified participating entities. Purchase orders, procurement cards, electronic payments, ACH transfers, checks, and other mutually acceptable payment methods are accepted. Because many of the products and services offered by TSS are sourced from multiple manufacturers and may involve customized configurations, special-order items, training services, large-scale deployments, or project-based solutions, payment terms may vary depending on the scope and	*

		requirements of a specific procurement. In limited circumstances, prepayment or deposits may be required when mandated by the manufacturer or supplier for custom-built, special-order, or non-cancelable items. Any such requirements are communicated and agreed upon in advance. TSS has extensive experience supporting federal, state, local, tribal, educational, military, and public safety customers and works closely with participating entities to accommodate procurement requirements, invoicing procedures, funding timelines, grant-funded projects, and other agency-specific payment processes whenever possible. TSS is committed to maintaining flexible and customer-focused payment practices while ensuring timely project execution, manufacturer coordination, and contract compliance. Additional payment arrangements may be considered for large-scale projects, phased implementations, training programs, and other unique customer requirements.	
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	Tomahawk Strategic Solutions accepts multiple forms of payment, including purchase orders, ACH/electronic funds transfer (EFT), company and government checks, wire transfers, procurement cards (pCards), and major credit cards. Government, educational, public safety, military, and other participating entities commonly utilize purchase orders, ACH payments, and procurement cards for procurement activities. TSS supports electronic invoicing and works with customers to accommodate agency-specific purchasing and payment procedures whenever possible. Tomahawk Strategic Solutions does not charge any additional fees, surcharges, or processing fees for payments made by credit card or procurement card (pCard). Customers are not assessed additional charges based solely on their selected payment method. TSS is committed to providing flexible, customer-friendly payment options that support efficient procurement and contract administration for participating entities.	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	Tomahawk Strategic Solutions does not directly provide leasing or financing services. However, TSS works closely with participating entities to identify procurement and funding solutions that best support their operational, budgetary, and project requirements. Depending on the products, services, and manufacturers involved, certain equipment categories may be eligible for leasing, financing, subscription-based services, manufacturer-sponsored programs, or other funding arrangements offered through third-party providers. When available, TSS will coordinate with participating entities, manufacturers, and approved third-party partners to facilitate these options and provide the information necessary for evaluation. Many TSS customers utilize traditional procurement methods, phased purchasing strategies, grant funding, capital improvement funding, cooperative purchasing contracts, and municipal financing programs to	*

		acquire equipment, services, and training solutions. TSS routinely assists customers with budget planning, project development, grant-supported procurements, and implementation strategies designed to align acquisitions with available funding resources. In addition, TSS frequently assists participating entities with identifying potential funding opportunities, grant-supported procurements, budget planning, and project development. While TSS does not provide formal financial services or guarantee grant funding, the company routinely supports customers by providing product information, technical specifications, budgetary pricing, project recommendations, letters of support, and other documentation necessary to assist with funding requests, grant applications, and internal budget approvals. Because financing and leasing programs vary by manufacturer, product category, customer type, and project scope, specific options are evaluated on a case-by-case basis and can be discussed during the procurement process. TSS remains committed to helping participating entities identify practical procurement and funding strategies that support successful project implementation while maintaining compliance with applicable purchasing requirements.	
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Tomahawk Strategic Solutions utilizes standard commercial and government procurement documents to support the acquisition of products, services, training, and related solutions. Transaction documents may vary depending on the scope of work, customer requirements, product category, manufacturer requirements, and applicable procurement regulations. Typical transaction documents include quotations and proposals, customer purchase orders, order acknowledgments, invoices, training agreements, statements of work (SOWs), and other project-specific documentation as required. For larger projects or specialized services, additional documentation may include implementation plans, training schedules, service descriptions, project deliverables, or mutually agreed-upon scope documents. TSS generally works within the purchasing procedures and contractual requirements established by participating entities and does not require the use of proprietary customer agreements for routine product purchases. When additional documentation is required due to manufacturer requirements, training services, consulting engagements, custom products, or project-specific needs, such requirements are communicated and agreed upon in advance. Sample transaction documents, including representative quotations, proposals, and related customer-facing documents, are provided with this submission for review. Additional documentation can be provided upon request based on the specific products, services, or project requirements being considered.	*
58	Describe your pricing model AND quantify the proposed discount(s) offered.	Tomahawk Strategic Solutions proposes a manufacturer- and category-specific discount pricing model based on published MSRP, manufacturer catalog pricing, or manufacturer-issued price lists. Because TSS represents a diverse portfolio of manufacturers across numerous product categories, a	*

	If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the "Master Agreement Price". B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted: (1) an active URL to a current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.	single discount percentage would not accurately reflect manufacturer pricing structures, product categories, market conditions, or the broad range of solutions offered under this proposal. Under the proposed pricing model, participating entities will receive predetermined discounts from applicable published pricing sources. Discounts vary by manufacturer and product category and are identified within the submitted pricing schedule. The resulting contract price is calculated by applying the applicable Sourcewell discount to the current published MSRP, catalog price, or manufacturer price list. The discounts identified within the submitted pricing schedule represent the minimum discounts available to participating entities under the agreement. Tomahawk Strategic Solutions may, at its discretion, offer additional discounts based on factors such as purchase volume, project scope, bundled solutions, manufacturer promotions, agency requirements, grant-funded opportunities, special programs, or other market considerations. Participating entities will always receive pricing equal to or better than the established contract discount. This pricing methodology provides participating entities with transparent, auditable, and consistent pricing while maintaining flexibility to accommodate new products, product updates, and emerging technologies introduced during the term of the agreement. It also allows participating entities to access a broad portfolio of products, training, services, and solutions without the administrative burden of maintaining thousands of individual line-item prices. TSS has successfully utilized manufacturer-specific discount schedules under existing state and cooperative purchasing contracts, providing customers with a straightforward and easily verifiable pricing structure. This approach allows participating entities to readily confirm pricing using manufacturer-published catalogs and price files while ensuring discounts remain consistent and contractually enforceable. Supporting documentation, including manufacturer discount schedules, published catalogs, MSRP price lists, and other applicable pricing documentation, is included with this proposal and serves as the basis for all contract pricing. Participating entities may request quotations for individual products, complete systems, training programs, services, or customized solutions, and all pricing will reflect the applicable Sourcewell contract discount structure. Tomahawk Strategic Solutions is committed to providing competitive, transparent, and auditable pricing while ensuring participating entities have continued access to a diverse portfolio of industry-leading manufacturers, innovative technologies, training programs, and professional services throughout the life of the agreement.	
59	Provide details of any quantity or volume discounts, as well as any rebate programs	Tomahawk Strategic Solutions may offer additional quantity and volume discounts beyond the established contract pricing structure when supported by purchase volume, project scope, manufacturer incentives, bundled solutions, multi-year purchasing plans, or other special procurement	*

	that are available in addition to the proposed pricing structure discounts.	considerations. Because TSS represents numerous manufacturers and product categories, the availability and magnitude of additional discounts vary depending on the products, services, and overall project requirements. Examples of situations that may qualify for additional pricing considerations include large-volume equipment purchases, agency-wide deployments, regional purchasing initiatives, bundled equipment and training packages, multi-phase projects, grant-funded procurements, and other significant acquisition efforts. Any additional discounts are evaluated on a case-by-case basis and are intended to provide participating entities with the best overall value while maintaining compliance with contract requirements. In addition to quantity and volume discounts, participating entities may benefit from manufacturer-sponsored promotions, special purchasing programs, trade-in programs, rebate opportunities, limited-time incentives, package pricing, or other manufacturer-supported offers when available. TSS works closely with manufacturers and suppliers to identify and communicate these opportunities to participating entities whenever they can provide additional value. TSS does not maintain a standardized company-wide rebate program. However, when manufacturer-sponsored rebates, incentives, or promotional programs are available, TSS will make reasonable efforts to ensure participating entities are aware of and able to take advantage of those opportunities in accordance with applicable program requirements. Tomahawk Strategic Solutions is committed to maximizing value for participating entities through competitive pricing, additional discount opportunities, manufacturer-supported programs, and project-specific pricing strategies whenever appropriate.	
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	Tomahawk Strategic Solutions regularly assists customers with identifying related products, accessories, replacement components, newly released products, training services, and other solutions that support the overall objectives of a project. Because TSS represents a broad portfolio of manufacturers and product categories, participating entities frequently seek guidance regarding products and services that may be complementary to those specifically identified within the awarded agreement. When a requested product or service falls outside the scope of the awarded agreement, TSS will work with the participating entity to determine whether the item is eligible for inclusion under applicable contract provisions, manufacturer catalog updates, or approved contract modification processes. If the requested item cannot be provided under the agreement, TSS will clearly communicate this to the participating entity and assist in identifying alternative procurement options when appropriate. TSS does not charge administrative fees, sourcing fees, consulting fees, or additional service charges for evaluating, identifying, or quoting related products and services. Pricing for any approved non-contracted or newly added products will be based on the applicable pricing methodology, manufacturer pricing, and contract requirements in effect at the time of purchase.	*

		As manufacturers continue to introduce new products and technologies, TSS works proactively with contract administrators and participating entities to facilitate access to relevant solutions whenever permitted under the terms of the agreement. This approach helps ensure participating entities maintain access to evolving technologies, product improvements, and mission-specific solutions throughout the life of the contract. Any costs associated with non-contracted products or services are limited to the actual cost of the products, services, training, implementation, shipping, or other project-specific requirements being provided. No separate facilitation or administrative fees are charged by TSS.	
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges.	Tomahawk Strategic Solutions strives to provide transparent and comprehensive pricing. Unless specifically identified within a quotation, proposal, statement of work, or pricing schedule, TSS does not charge administrative fees, sourcing fees, contract-use fees, procurement fees, credit card processing fees, procurement card (pCard) fees, or other hidden charges associated with a purchase. Depending on the scope of the project, certain costs may not be included within standard product pricing and may be quoted separately when applicable. Examples may include on-site training, travel expenses, lodging, specialized installation services, custom configuration services, project-specific implementation requirements, third-party services, expedited delivery requirements, or other customer-requested services not included in the original scope of supply. For training, consulting, or professional services engagements, travel-related expenses may be quoted separately when required and will be clearly identified in advance. Likewise, custom products, special-order items, or manufacturer-specific requirements may result in additional project costs that are disclosed during the quotation process. Any additional costs not included in the submitted pricing will be clearly identified and communicated to the participating entity prior to purchase or project execution. TSS is committed to maintaining transparent, auditable, and predictable pricing practices throughout the procurement process.	*
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	Tomahawk Strategic Solutions utilizes a flexible freight, shipping, and delivery program designed to provide participating entities with the most efficient and cost-effective delivery method based on the products, services, quantities, locations, and project requirements involved. Because TSS represents numerous manufacturers and product categories, freight and shipping costs vary significantly depending on product size, weight, destination, manufacturer shipping policies, delivery requirements, and order volume. Products may be shipped directly from manufacturers, authorized distributors, or TSS facilities, depending on the most efficient fulfillment method. Shipping and freight charges are generally not included in product pricing unless specifically identified within a quotation, proposal, statement of work, or pricing schedule. When applicable, freight and delivery charges are	*

		separately identified and disclosed to participating entities prior to purchase. TSS does not charge administrative freight fees, handling fees, or other hidden shipping-related charges beyond the actual costs associated with fulfilling the order. For larger projects, agency-wide deployments, palletized shipments, specialized equipment, training equipment, or other significant procurements, freight costs are evaluated on a project-by-project basis to ensure the most appropriate delivery solution is utilized. Expedited shipping, special handling requirements, inside delivery, liftgate services, white-glove delivery, installation support, or other customer-requested delivery services may result in additional charges. Any such costs will be clearly identified and communicated in advance. Tomahawk Strategic Solutions is committed to providing transparent freight and delivery pricing while working to minimize shipping costs and maximize value for participating entities throughout the contiguous United States.	
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Tomahawk Strategic Solutions has experience supporting customers in Alaska, Hawaii, Canada, U.S. Territories, and select international locations. Because shipping requirements, carrier availability, customs requirements, duties, taxes, brokerage fees, import/export regulations, and delivery methods vary significantly by destination, freight and delivery costs for these locations are evaluated on a project-by-project basis. Shipping, freight, customs-related charges, duties, taxes, brokerage fees, import fees, and other destination-specific costs are generally not included in standard product pricing unless specifically identified within a quotation, proposal, statement of work, or pricing schedule. When applicable, these costs are separately identified and disclosed to participating entities prior to purchase. Products may be shipped directly from manufacturers, authorized distributors, or TSS facilities depending on the products involved and the most efficient fulfillment method. TSS works closely with manufacturers, distributors, freight providers, and participating entities to determine the most appropriate shipping and delivery solution based on destination, product type, quantity, timeline, and regulatory requirements. For Alaska, Hawaii, Canada, U.S. Territories, and offshore deliveries, freight costs may include standard carrier charges, air freight, ocean freight, customs brokerage, duties, taxes, export documentation, specialized packaging, hazardous material handling, or other location-specific requirements when applicable. Any such costs will be clearly identified and communicated in advance. Tomahawk Strategic Solutions does not charge separate administrative fees, sourcing fees, or hidden delivery-related charges for coordinating these shipments. Participating entities are responsible only for the actual freight, shipping, customs, regulatory, and delivery costs associated with their specific project or destination.	*
64	Describe any unique	Tomahawk Strategic Solutions offers several unique distribution, delivery,	*

	distribution, delivery, or deployment methods offered in your proposal.	and deployment methods that extend beyond traditional product fulfillment. Because TSS combines equipment procurement, training, consulting, and implementation support, participating entities benefit from a comprehensive approach designed to support successful deployment and long-term utilization of purchased solutions. TSS routinely coordinates multi-manufacturer projects involving products from numerous suppliers, allowing participating entities to work with a single point of contact while receiving solutions from multiple manufacturers. Depending on project requirements, products may be delivered directly from manufacturers, authorized distributors, or TSS facilities to improve efficiency, reduce handling, and streamline project execution. For larger projects and agency-wide deployments, TSS works with participating entities to develop phased implementation strategies that may include product demonstrations, evaluations, pilot programs, train-the-trainer programs, user familiarization, implementation planning, and ongoing support. This approach helps organizations successfully transition to new equipment, technologies, and operational capabilities. A unique aspect of the TSS model is the integration of training and deployment support. TSS employs full-time personnel and maintains a nationwide network of more than 100 contract instructors and subject matter experts who can assist with product implementation, equipment familiarization, operational training, and program development. Participating entities may also utilize TSS's online training portal to support continuing education and long-term program sustainability. TSS regularly conducts on-site demonstrations, gear and technology showcase events, evaluations, and training programs that allow participating entities to assess products prior to purchase and improve deployment success after acquisition. This hands-on approach helps customers make informed purchasing decisions while maximizing the effectiveness of their investment. In addition, TSS has experience supporting complex deployments involving public safety agencies, military organizations, educational institutions, government entities, grant-funded projects, and customers located in Alaska, Canada, U.S. Territories, and other remote or specialized operating environments. This flexibility enables TSS to tailor distribution and deployment methods to meet the specific requirements of each participating entity.	
65	Describe any self-audit processes or programs that you will employ to verify that Sourcwell participating entities have obtained Agreement pricing and to verify compliance with the	Tomahawk Strategic Solutions is committed to ensuring participating entities consistently receive the pricing, discounts, and benefits associated with any awarded Sourcwell agreement. TSS utilizes internal sales, quotation, and customer management processes designed to promote pricing accuracy, contract compliance, and transparency throughout the procurement process. Contract pricing and discount structures are maintained within TSS's sales and quotation processes and are referenced during quote preparation to ensure participating entities receive the applicable Sourcwell pricing. Sales	*

	resulting Agreement.	personnel, account managers, and customer support personnel are trained on available contract vehicles and are responsible for identifying and utilizing the appropriate contract during customer engagements. TSS utilizes Salesforce CRM and related business systems to manage customer opportunities, quotations, contract activity, and procurement support. These systems provide visibility into customer interactions and help ensure that eligible participating entities are offered the appropriate contract pricing and purchasing options. As part of its internal quality control process, TSS conducts management review of quotations, pricing structures, and significant procurement activities to verify pricing accuracy and compliance with applicable contract requirements. Any identified pricing discrepancies or contract administration issues are promptly reviewed and corrected. In addition, TSS will cooperate with Sourcewell reporting requirements, contract administration procedures, and any reasonable audit or compliance verification activities required under the resulting agreement. Upon request, TSS can provide supporting documentation, pricing records, sales reports, and other information necessary to demonstrate compliance with contract pricing and reporting obligations. Through internal controls, management oversight, CRM tracking, employee training, and ongoing contract administration, TSS seeks to ensure participating entities consistently receive the benefits of the Sourcewell agreement while maintaining compliance with all applicable contract requirements.	
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	Tomahawk Strategic Solutions will utilize a variety of operational, sales, customer service, and contract management metrics to evaluate the success of a resulting Sourcewell agreement. These metrics are intended to measure customer engagement, contract utilization, service performance, and overall value delivered to participating entities. Key performance metrics may include: • Total sales volume generated through the agreement • Number of participating entities utilizing the agreement • Number of quotations and proposals issued under the agreement • Number of purchase orders received through the agreement • Growth in participating entity utilization year-over-year • Customer retention and repeat purchasing activity • Number of new participating entities acquired through contract marketing and outreach efforts • Customer response times and quote turnaround times	*

		• Delivery performance and project completion metrics • Training engagements, demonstrations, evaluations, and educational activities conducted in support of the agreement • Conference participation, gear day events, webinars, and contract promotion activities • Customer feedback, satisfaction, and issue resolution performance • Contract compliance, reporting accuracy, and administrative performance TSS utilizes Salesforce CRM and related business systems to assist with tracking customer engagement, opportunities, quotations, contract activity, and overall program performance. These tools provide management visibility into contract utilization and help identify opportunities for continuous improvement. The success of a Sourcewell agreement will ultimately be measured by the value delivered to participating entities, including increased contract utilization, customer satisfaction, successful project outcomes, access to innovative solutions, and the development of long-term customer relationships. TSS is committed to continuously evaluating performance and making improvements that enhance the overall customer experience and effectiveness of the agreement.	
67	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the	Proposed Administrative Fee: 2.0% of all completed sales transacted through the resulting Sourcewell Master Agreement.	*

	preceding Reporting Period defined in the agreement.		
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Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	Tomahawk Strategic Solutions proposes pricing that is as good as or better than pricing typically offered through our existing cooperative purchasing and state contract vehicles. Pricing is based on manufacturer- and category-specific discounts from published MSRP, manufacturer catalog pricing, or manufacturer-issued price lists. The submitted discount schedules represent the minimum discounts available to Sourcewell participating entities. Additional discounts may be offered based on purchase volume, project scope, bundled solutions, manufacturer promotions, agency requirements, grant-funded opportunities, or other special circumstances. Participating entities will always receive pricing equal to or better than the established contract discount structure. This pricing methodology provides transparent, auditable, and easily verifiable pricing while allowing participating entities access to newly released products, emerging technologies, training services, and expanding manufacturer offerings throughout the term of the agreement. Supporting discount schedules, catalogs, and pricing documentation have been included as the basis for contract pricing.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

#	Category or Type	Offered *	Provide a detailed description of all solutions offered.	
69	Law enforcement duty gear	☒ Yes ☐ No	Tomahawk Strategic Solutions provides a comprehensive portfolio of law enforcement duty gear and equipment, including duty belts, tactical gear, ballistic helmets, body armor, plate carriers, respirators and protective masks, eye protection, hearing protection, gloves, uniforms, outerwear, footwear, tactical apparel, load-bearing equipment, weapon accessories, communications accessories, medical equipment, individual first aid kits (IFAKs), active shooter kits, breaching equipment, bags, packs, and mission-specific operational equipment. TSS represents numerous industry-leading manufacturers and provides equipment solutions for patrol, investigations, SWAT, corrections, special operations, K9, and other public safety personnel.	*
70	Traffic safety	☐ Yes	N/A	*

	enforcement equipment, devices, and instruments	☒ No		
71	Crime scene management and evidence collection equipment and supplies	☐ Yes ☒ No	N/A	*
72	Tactical and Explosive Ordnance Disposal (EOD) equipment (with the exception of those items excluded in subsections 2. or 3. below)	☒ Yes ☐ No	Tomahawk Strategic Solutions provides tactical equipment solutions supporting law enforcement special operations, tactical teams, public safety agencies, and specialized response units. Solutions include ballistic helmets, body armor systems, plate carriers, respiratory protection systems, tactical communications equipment, breaching equipment, night vision accessories, weapon accessories, mission-specific load carriage systems, tactical medical equipment, protective apparel, shields, packs, and other operational equipment. TSS works with leading manufacturers to provide equipment supporting tactical operations, active threat response, high-risk warrant service, and specialized law enforcement missions. TSS does not provide items prohibited by applicable law or excluded from the scope of the resulting agreement.	*
73	Services related to the respondents offering of the solutions in subsections 1. a. – d. above, such as training, installation, testing, maintenance, warranty programs, and technical support	☒ Yes ☐ No	Tomahawk Strategic Solutions provides a wide range of services supporting the equipment and solutions offered under this proposal. Services include equipment evaluations, product demonstrations, consulting, program development, train-the-trainer programs, instructor-led training, online training, implementation support, project planning, technical assistance, grant-support documentation, warranty coordination, customer support, and ongoing program management. TSS employs full-time personnel and maintains a nationwide network of more than 100 contract instructors and subject matter experts capable of supporting agencies throughout the acquisition, deployment, training, and sustainment lifecycle.	*
74	Please describe other Solutions not specifically mentioned in this Table 7A, that are within the scope of this RFP	☒ Yes ☐ No	In addition to the categories listed above, Tomahawk Strategic Solutions provides specialized public safety solutions including technical apparel, performance clothing systems, training support products, emergency preparedness equipment, medical and trauma care equipment, organizational outfitting programs, grant-support services, online training resources, and customized equipment packages. TSS also offers products through its Tomahawk Performance brand and continually evaluates emerging technologies and innovative manufacturers to provide participating entities access to new and evolving solutions that support public safety, law enforcement, and related operational requirements.	*

Table 7B: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *	
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75	Describe in detail warranties and extended warranties offered and how they will be administered, including any repair services provided under warranty. Include whether coverage applies to all products, parts, labor, technician travel, and geographic locations.	Tomahawk Strategic Solutions supports manufacturer-provided warranties and warranty programs for the products and solutions offered under this proposal. Because TSS represents numerous manufacturers across multiple product categories, warranty coverage, warranty periods, repair procedures, and available extended warranty options vary by manufacturer and product. Where available, manufacturer warranties may cover defects in materials, workmanship, components, parts, labor, and repair services in accordance with the specific manufacturer's published warranty terms and conditions. Certain manufacturers may also offer extended warranty programs, service plans, maintenance agreements, accidental damage coverage, or other optional protection programs. Availability and coverage vary by product and manufacturer. TSS serves as a customer advocate and point of contact throughout the warranty process by assisting participating entities with warranty claims, troubleshooting, manufacturer communication, repair coordination, replacement requests, return material authorizations (RMAs), and other warranty-related support activities. When repairs are required, TSS works directly with the manufacturer, authorized repair facility, distributor, or service provider responsible for administering the applicable warranty. Warranty coverage for products, parts, labor, technician travel, shipping, geographic limitations, and repair services is determined by the applicable manufacturer's warranty program and may vary by product category. TSS will provide participating entities with applicable warranty information at the time of quotation or purchase and will assist customers in understanding available warranty options and coverage limitations. For products manufactured or branded by Tomahawk Strategic Solutions, including Tomahawk Performance products, warranty support is administered directly by TSS in accordance with the applicable product warranty and support policies. Tomahawk Strategic Solutions is committed to providing responsive warranty support and assisting participating entities throughout the warranty and repair process to help ensure timely issue resolution and customer satisfaction.	*
76	Demonstrate your ability and experience in providing solutions to Military agencies.	Tomahawk Strategic Solutions has experience supporting military organizations through equipment sales, training services, product evaluations, and procurement support. TSS personnel include military veterans who understand the operational requirements, procurement processes, and mission demands associated with military organizations. The company routinely supports military customers by providing personal protective equipment, ballistic protection systems, helmets, respirators, tactical gear, communications accessories, medical equipment, technical apparel, mission-specific equipment, and training support products. TSS represents numerous manufacturers whose products are utilized throughout military and government organizations. In addition to equipment sales, TSS has supported military-related training activities through its network of full-time personnel and contract instructors.	*

		Many instructors and subject matter experts possess military backgrounds and operational experience that contribute to the company's ability to understand customer requirements and recommend appropriate solutions. TSS actively pursues and supports military procurement opportunities through federal purchasing channels including GSA Advantage, GSA eBuy, SAM.gov opportunities, agency-specific solicitations, and other government acquisition platforms. The company routinely prepares quotations, responds to requests for information, supports product evaluations, and assists military organizations with identifying solutions that meet mission requirements. Through its relationships with manufacturers, distributors, instructors, and end users, TSS remains committed to supporting active-duty, reserve, National Guard, and other military organizations with responsive customer service, technical expertise, training resources, and access to industry-leading products and technologies.	
77	Describe how your company ensures product quality, safety, and compliance with applicable industry standards.	Tomahawk Strategic Solutions is committed to providing high-quality products, services, and solutions that meet applicable safety, performance, and industry standards. Product quality, reliability, operational suitability, and regulatory compliance are key considerations when evaluating manufacturers, suppliers, and products for inclusion within the TSS portfolio. TSS maintains relationships with established manufacturers that are recognized within military, law enforcement, public safety, emergency response, and government markets. Many of the products offered by TSS are tested, certified, or manufactured in accordance with applicable industry standards, regulatory requirements, and performance specifications, including standards established by organizations such as NIJ, NIOSH, NFPA, ASTM, ANSI, MIL-SPEC, and other applicable certification or testing bodies depending on product category. A key component of TSS's quality assurance approach is its product evaluation process. TSS continuously evaluates new manufacturers, technologies, and products; however, products are not added solely to expand the company's catalog. Potential products are reviewed by company leadership, trainers, instructors, subject matter experts, and operational end users to determine whether they provide meaningful value, reliability, durability, performance, and operational benefit. This process helps ensure that TSS represents products it believes in and is willing to support. TSS also works closely with manufacturers to remain informed of product updates, safety notices, recalls, warranty programs, compliance requirements, and emerging industry standards. When applicable, TSS assists participating entities with warranty support, product replacement programs, recall notifications, and manufacturer communications. Through manufacturer selection, product evaluation, operational testing, quality assurance reviews, and ongoing manufacturer engagement, Tomahawk Strategic Solutions strives to ensure participating entities receive safe, reliable, compliant, and mission-ready solutions that meet the demands of their operational environments.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

Line Item 77. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) **via redline in the Master Agreement Template provided** in the "Bid Documents" section. Proposer must upload the **redlined Master Agreement Template, in Microsoft Word format** in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Response *
	No

Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

#	Product Category	Unit Price or Range	Discount Range
78	Fully Rugged Laptop		
79	Semi-Rugged Laptop		
80	Rugged Tablet		
81	Radar Speed Sign		
82	Speed/Message Trailer		
83	Duty Holster	\$50-\$500	6%-15%
84	Tactical Flashlight	\$50 - \$500	6%-15%
85	Handcuffs	\$25 - \$150	6%-15%
86	Portable LED Scene Light	\$100 - \$5,000	6% - 15%
87	Evidence Bags		
88	Evidence Markers		
89	Crime Scene Tape		

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell RFP 061626 Price List TSS.pdf - Monday June 15, 2026 16:59:01
- [Financial Strength and Stability](#) - Sourcewell RFP 061626 Financial Strength.pdf - Monday June 15, 2026 21:28:24
- [Marketing Plan/Samples](#) - Sourcewell Marking Plan 6.15.2026.pdf - Monday June 15, 2026 13:47:35
- [WMBE/MBE/SBE or Related Certificates](#) - NVBD SDVOB 6.30.2026.pdf - Monday June 15, 2026 14:21:39
- [Standard Transaction Document Samples](#) - Sourcewell RFP 061626 Standard Transaction Document Samples.pdf - Monday June 15, 2026 16:02:37
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dave Adams, Sales & Contract Manager, Tomahawk Strategic Solutions LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Law_Enforcement_Equipment_RFP_061626 Tue June 2 2026 03:38 PM	☒	2
Addendum_2_Law_Enforcement_Equipment_RFP_061626 Thu May 21 2026 04:03 PM	☒	1
Addendum_1_Law_Enforcement_Equipment_RFP_061626 Tue May 12 2026 04:30 PM	☒	3